



INVITATION TO BID (ITB)

PROVIDE AND INSTALL PRE-CAST CONCRETE RESTROOMS

ITB Number:	11-0201	Contracting Officer:	B. Schwartzman
Bid Due Date:	20 Oct 10	Pre-Bid Conf. Date:	See Section 1.4
Bid Due Time:	3:00 PM	ITB Issue Date:	23 Sep 10

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	n/a
Certificate of Competency/License:	See Section 1.18
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	See Section 1.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a term and supply contract for the purchase and installation of pre-cast concrete restrooms on an “as-ordered” basis in conjunction with the County’s needs.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

B. Schwartzman, Procurement Services Director
Lake County BCC
Procurement Services office
315 W. Main Street, Room 416
PO Box 7800
Tavares, FL 32778-7800

Phone : 352.343.9424
Fax : 352.343.9473
E-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services office.

Section 1.3: Method of Award - To a Single Vendor in the Aggregate

Award of this contract will be made to the responsive, responsible vendor which submits an offer on all items listed in the solicitation that represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all base pricing items, its overall offer will be rejected. The County will award the total contract to a single vendor.

Section 1.4: Pre-Bid Conference and Site Visit (Mandatory)

A pre-bid conference, and a site visit to two park locations where the contract work has already been completed, will be held on October 8, 2010. Prospective bidders are to meet at the pavilion near the front entrance to Ferndale Preserve (see attached map for location) at 9:30 AM. After reviewing the installation at that park, all prospective bidders will then travel to Lake Idamere Park (12335 County Road 448, Tavares, FL, 32778) to review the installation at that site and to discuss the terms, conditions, and specifications included within this solicitation. Attendance at both locations is a mandatory requirement as these two installations reflect the full range of services that may be required at the locations stated in this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies

may not be available.

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Periods (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for up to four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Phased Payments for Units Delivered

The County shall provide a single payment for each individual restroom ordered under the contract upon delivery, installation, and final acceptance of that facility in all regards. The vendor shall provide a fully documented invoice to the County user department(s) that requested the units through a purchase order. In addition to the basic information set forth below, the invoices shall identify critical, descriptive data including, but not limited to, model numbers and serial numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the units.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated.

Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work From Date Of Purchase Order

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work for each individual installation effort. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled “Method of Award”. The completion date shall not exceed sixty (60) calendar days after date of purchase order.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the vendor, and services rendered under the contract will not be deemed complete, until a

physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation may be tested/inspected for compliance with the specifications listed. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded vendor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the vendor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty Shall be One Year From Date of Acceptance

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor is under contract with the County at the time of defect. Any

payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

Section 1.12.1: Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

Section 1.13: Delivery and Completion of Solicitation Response

1.13.1 Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Procurement Services office.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. A response will not be considered for award if received in the Procurement Services office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

1.13.2 Completion Requirements for Invitation to Bid

One (1) signed original bid and two (2) complete copies of the bid shall be sealed and delivered to the Procurement Services office by the bidder no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive

literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Invitation to Bid (ITB) 11-0201." Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Vendor shall submit the entire bid document (ITB) with entries completed as noted in this section and descriptive literature attached in the cited number of copies.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum for this ITB.
- Insert any prompt payment discount that you will offer. All payment will be made in accordance with Florida Prompt Payment Act.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK), in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.
- Provide descriptive literature clearly showing and describing the specific product offerings for each item or group of items listed in Section 4 of this Invitation to Bid. Please ensure the descriptive information is sufficiently detailed to enable evaluation of product by the County.

Section 1.14 Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Additional Facilities May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that County facilities beyond those listed in the initial solicitation may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded and added to this contract by formal modification. The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.16: Business Hours of Operations

No work shall be done on Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 8:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.17: Catalogs May be Submitted with Offer

The vendor may provide one (1) or more copies of the current manufacturer's price list(s) and catalog(s) with the initial offer. Upon request, the vendor shall provide additional sets of the manufacturer's product catalogs at no additional cost to the County.

Section 1.18: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees relating to testing, surveying and site plan efforts) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.19: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.20: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure

that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.21: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.22: Conflicts Between the Drawings and Specifications

In the event of any conflict between the drawings and specifications contained within this contract, the following guidance shall govern:

A. Addenda shall supersede all other Contract Documents to the extent specified with the Addenda. Subsequent addenda shall supersede prior addenda only to the extent specified.

B. Drawing(s) and specifications are intended to agree and be mutually complete. Any item not contained within the drawing(s), but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing(s) or specifications at no extra cost to the County. Should anything not included in either the drawing(s) and the specifications be necessary for the proper construction and/or operation of the work herein specified, or should any error or disagreement between the specifications and drawing(s) exist or appear to exist, the vendor shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the County. If the discrepancy is noted before initial submission of offers, or before contract award, the vendor shall immediately advise the designated procurement agent of the perceived discrepancy. If the discrepancy is noted after award, the vendor shall immediately advise the cognizant user department project manager, and await that individual's resultant direction, before proceeding with the work in question.

Section 1.23: "Equal" Product Can be Considered

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will

not be considered for any item notated “No Substitute”.

Unless the vendor clearly indicates in its bid that it is proposing an alternate product, the bid shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid. To ensure that sufficient information is available, the vendor shall furnish as part of the bid all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

Section 1.24: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.25: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.26: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.27: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage

without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

SCOPE OF SERVICES

Pre-Cast Pre-Assembled Concrete Transportable Restroom Buildings for Lake County Parks Waterborne or Waterless Structures

The awarded contractor shall provide, furnish, and install precast concrete transportable building(s) as individually ordered by the County. The building shall be delivered and placed on a contractor-provided stone foundation in full accordance with manufacturer's recommendations. The building is to be provided to the contractor by the manufacturer, in conformance with the manufacturer's structural requirements, with all necessary openings specified by contractor.

All work under the contract shall be performed in conformance with all aspects of this Scope of Services.

1. Quality Assurance/ Vendor Qualifications:

ACI-318-93, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".

ANSI/ASCE-7-93 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".

2007 Florida Building Code

UL-752 (test method level 4) for bullet resistance certified by an independent structural engineer.

Florida Department of Community Affairs, DCA-Approved Structures

Building fabricator must have a minimum of 2 years experience manufacturing and setting precast concrete transportable buildings.

Manufacturer is to be NPCA (National Precast Concrete Association) Certified.

2. Design Requirements:

Design Loads:

Seismic load performance category 'C'
Standard Live Roof Load – 60 PSF
Standard Floor Load – 250 PSF
Standard Wind Loading – 130 MPH

Caulking:

All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion. Back of joint to be

taped with bond breaking tape to ensure adhesion of caulk to parallel sides of joint and not the back.

Roof:

The roof shall extend a minimum of 2 ½” beyond the wall panel on each side and have a turndown design which extends ¾” below the top edge of the wall panels to prevent water migration into the building along top of wall panels.

Roof, floor and wall panels must each be produced as single component monolithic panels. No roof, floor, or vertical wall joints will be allowed, except at corners. Wall panels shall be set on top of floor panel.

Floor panel must have ½” step-down, around the entire perimeter to prevent water migration into the building along the bottom of wall panels.

Professional Drawings:

Engineering calculations/drawings that are designed and sealed by a professional engineer, licensed to practice in the State of Florida, shall be submitted for approval along with this solicitation.

3. Material Specifications**Concrete:**

Steel-reinforced, 5000 PSI minimum 28-day compressive strength, air-entrained (ASTM C260).

Reinforcing Steel:

ASTM A615, grade 60 unless otherwise specified.

Post-tensioning Strand: 41K Polystrand CP50, .50, 270 KSI, 7-wire strand, enclosed within a greased plastic sheath, (ASTM A416). Roof and floor each to be post-tensioned by a single, continuous tendon. Said tendon shall form a substantially rectangular configuration having gently curving corners wherein the positioning of the cable member results in a pattern of one or more loops and a bisecting of the loop(s). The cable member starts from one corner of the concrete building panel, forms a gentle perimeter loop(s) returning to a point where the cable member entered the concrete building panel. The tendon then turns 90 degrees and follows the cable member(s) to a point midway along the “Y” axis of the concrete building panel and then turns 90 degrees along the “X” axis of the concrete building panel. This bisects the concrete building panel and crosses the opposite parallel portion of the cable member and exits from an adjacent side of the concrete building panel.

If post-tensioning is not used in the roof panel, the following guidelines must be followed to ensure a watertight roof design:

1. The entire precast concrete roof panel surface must be cleaned and primed with a material that prepares the concrete surface for proper adherence to the coating material.
2. The entire precast concrete roof panel surface shall be sealed with a paint sealer of acrylic concrete stain: H&C concrete stain by Sherwin Williams.

Caulking:

All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion. Back of joint to be taped with bond breaking tape to ensure adhesion of caulk to parallel sides of joint and not the back.

Vents:

Two screened aluminum vents to be installed in rear wall. One vent to be installed in each side wall. Vents shall be SUNVENT model FL 18" x 18", or equal.

Panel Connections:

All panels shall be securely fastened together with 1/4" thick steel brackets. Steel is to be of structural quality, hot-rolled carbon complying with ASTM A283, Grade C and hot dipped galvanized after fabrication. All panel fasteners are to be cast-in anchors used for panel connections to be Dayton-Superior #F-63, or equal. All inserts for corner connections must be fastened directly to form before casting panels. No floating-in of connection inserts shall be allowed. Embedded plates are to be field welded for final connection using weld size of 1/16" and weld length 4".

4. Doors and Door Accessories

The buildings shall be equipped with Ceco Door Omega Design or equal, (3) 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated with left hand reverse metal doors with 16-gauge galvanized frames. Doors and frames shall be bonderized painted one coat of rust inhibitive primer and one finish coat of enamel paint; color to be Gray unless specified otherwise by owner.

Door Hardware:

Hinges: Hager nrp/26d 4 1/2" x 4 1/2" (chrome-plated with non-removable hinge pins), 3 per door, or equal.

Lock Set: PDQ Industries kr116-26d (stainless steel finish) GT165PHL, or equal.

Surface Bolt, Upper: Rockwood 580-8 or equal.

Interior Pull Plates: Astragal: Ceco a4451/68RH or equal.

Threshold:

Pemco S2005AV 36” raised interior, extruded aluminum threshold with neoprene seal or equal.

Door Closer:

Norton 8501 door closer or equal.

Door Holder:

Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder, or equal.

Drip Cap:

Pemco 346C or equal.

Door Stop:

Rockwood 409b32d (inactive leaf only) or equal.

5. Toilet and Bath Accessories**Grab Bars (must comply with ADA code 4.26.2):**

Bobrick B-6806, 1-1/2” grab bar or equal (satin finish)

Toilet Tissue Dispensers:

Royce Rolls Ringer Co. TP-2 Tissue Dispenser or equal (1 per toilet unit).

Paper Towel Dispenser and Waste Receptacle:

Royce Rolls Ringer Co. L-System or equal. L-System includes stainless steel folded towel dispenser 13” x 11-1/4” x 5”, large stainless steel waste bin 32” x 16” x 8”, and stainless steel wall panel 16” x 56”.

Soap/ Sanitary Lotion Dispenser**6. Plumbing**

All fixtures shall be wall mounted and installed with carrier system with piping through the wall into the chase area. Plumbing, drain, waste, and vent piping shall be schedule 40 PVC. Water lines shall be PVC Type. All piping shall be run to an agreed upon location within the chase for connection on site by others. The piping will be sloped toward the hose bib for winterizing or drain down the building. An air compression nozzle shall be added to the pipe line for the final

blow out of the lines. All accessories are surface mounted. A penetration will be provided in the chase floor for entrance of plumbing utilities.

7. Restroom Fixtures

Water Closet:

Contractor to provide all stainless steel fixtures and submit catalog cuts for approval. Water closet to be installed with Sloan 111 toilet flush valve or equal. Provide all necessary fittings, piping, hardware, escutcheons, etc. to provide a complete job.

Urinal:

Contractor to provide all stainless steel fixtures and submit catalog cuts for approval. Urinal to be installed with Sloan Regal model 186 flush valve or equal. Provide all necessary fittings, piping, hardware, escutcheons, etc. to provide a complete job.

ADA Lavatory (comply with ADA barrier-free requirements):

Contractor to provide all stainless steel fixtures and submit catalog cuts for approval. ADA Lavatory to be installed with DEA Touch and Flow faucet 25-TV105 or equal. Provide all necessary fittings, piping, hardware, escutcheons, etc. to provide a complete job.

Lighting Unit:

Sola-Tube: 160 DS-DI-FF6-E1600-L1

Recessed Fire Extinguisher Cabinet

8. Holding Tanks

Holding Tanks for Waterborne Restroom Building Locations:

Norwesco Item# 42296 or equivalent, 1,500 gallon pump storage tank to include at least two (2) risers, one (1) ring to affix risers and one (1) cover for risers. Installation and connection are to be included with price.

Holding Tanks for Waterless Restroom Building Locations:

Precast concrete vault for Unisex restroom (single vault system). Price to include precast concrete vault tank, changes to plumbing as necessary and installation & connection. Waterless restrooms do not include lavatories, urinal or hose bib.

Two (2) precast concrete vaults for men's & women's restroom (double vault system). Price to include precast concrete vault tank, changes to plumbing as necessary and installation & connection. Waterless restrooms do not include lavatories, urinal or hose bib.

9. Electrical

Exterior Lighting:

Provide and install one (1) RAB WPTS70 or equal tall pack with photocell over chase door for exterior lighting with wall switch inside of the center chase area.

Interior Lighting:

Provide and install five (5) Sinkar OV450 or equal 48” twin lamp fixtures with wall switches, two (2) per restroom and one (1) in mechanical chase. Provide fixtures with 48” twin 40W fluorescent lamps.

Electrical Power:

100 amp panel with circuit breakers.

10. Finishes

Interior of Building:

Smooth steel form finish on all interior panel surfaces. Paint color to be selected by Lake County representative.

Exterior of Building

Broom, EASI-Brick, Exposed Aggregate, Barnboard, Split Block, Skip Trowel. Contractor to submit color chart for finish paint color.

11. Site Preparation Requirements

Building shall bear fully on a crushed stone base that is at least one foot larger than the length and width of the building.

Stone shall be a minimum of 4” thick or down to firm subgrade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8” or smaller and must be screeded to level within 1/4” in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone until the building is set.

The crushed stone shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode or otherwise be undetermined.

Provide positive drainage for the fill, pad or slab as required.

12. Delivery of Precast Building

Contractor must provide level unobstructed area large enough for crane and tractor-trailer to park adjacent to pad. Crane must be able to place outriggers within 5'-0" of edge of pad truck and crane must be able to get side by side under their own power. No overhead lines may be within 75' radius of center of pad.

13. Estimated Permit Fees for the Proposed Work Stated Above.

For each pre-fabricated (modular) building, the fees are estimated at the following levels presuming each installation falls under County jurisdiction.

Building \$313.00 (Oct 1 - \$322.39)

Electric \$75.00

Plumbing \$75.00

Mechanical \$75.00

OTF/Trust \$0.01 cent per total square foot. (Oct 1 – OTF = 1.5% of permitting fee w/minimum \$2.00; Trust = one half cent per total square foot)

Impact Fees Not applicable

The Building Services Division will need plans for review before issuing permits. This process is more than a one day turn around. For questions regarding building permits please contact Building Services Division at (352) 343-9653.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with mandatory requirements. The words “should” or “may” are equivalent in this ITB and are permissive in nature.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm’s letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. That presumption may be rebutted by evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or

contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, bid responses will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information in response to any solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Any award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services

specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs

incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

3.30 PUBLIC RECORDS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For

additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: PROVIDE AND INSTALL PRE-CAST CONCRETE RESTROOMS**NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:☐ No Addendum was received in connection with this ITB.

PRICING SECTION**A. BASE PRICING ITEMS:**

Item No.	Item Description for Single Fixture Unisex Restroom	Unit	Unit Price
1	Johns Lake Boat Ramp 13620 Lake Blvd, Winter Garden, FL	Each	
2	Arnold Brothers Boat Ramp 15945 SR 19, Groveland, FL	Each	
3	Lake Jem Park & Boat Ramp 16141 C.R. 448, Tavares FL 32778	Each	
4	Marsh Park & Boat Ramp 36545 Yale Retreat Road, Eustis FL 32727	Each	
5	Pasture Reserve 5144 Lake Erie Road, Groveland, FL	Each	
6	Ellis Acres Reserve 25302 CR 42, Paisley, FL	Each	
7	Lake May reserve (no address)- A* keys: 3672046, 3396162, 1109213, 3P70979, 1039908	Each	
8	Astatula Boat Ramp 12703 Florida Avenue, Astatula, FL	Each	
9	Palatklakaha River Park & Boat Ramp 12325 Hull Road, Clermont FL 34788	Each	
SECTION 1 TOTAL : \$			

Item No.	Item Description for Single Fixture Men's & Women's Restroom	Unit	Unit Price
10	Johns Lake Boat Ramp 13620 Lake Blvd, Winter Garden, FL	Each	
11	Arnold Brothers Boat Ramp 15945 SR 19, Groveland, FL	Each	
12	Lake Jem Park & Boat Ramp 16141 C.R. 448, Tavares FL 32778	Each	
13	Marsh Park & Boat Ramp 36545 Yale Retreat Road, Eustis FL 32727	Each	
14	Pasture Reserve 5144 Lake Erie Road, Groveland, FL	Each	
15	Ellis Acres Reserve 25302 CR 42, Paisley, FL	Each	
16	Lake May reserve (no address)- A* keys: 3672046, 3396162, 1109213, 3P70979, 1039908	Each	
17	Astatula Boat Ramp 12703 Florida Avenue, Astatula, FL	Each	
18	Palatklakaha River Park & Boat Ramp 12325 Hull Road, Clermont FL 34788	Each	
SECTION 2 TOTAL: \$			

B. SITE-SPECIFIC SUPPLEMENTAL PRICING ITEMS:

Line No.	Item Description for Optional Holding Tanks	Unit	Unit Price
19	Holding tanks for waterborne restroom building. Norwesco or equivalent, 1500 gallon pump storage tank (price to include installation, connection)	Each	
20	Holding Tanks for Waterless Unisex Restroom Building. Waterless single vault upgrade, precast concrete vault for single fixture unisex restroom.	Each	
21	Holding Tanks for Waterless Men's and Women's Restroom Building. Waterless double vault upgrade, precast concrete vault for single fixture men's & women's restroom.	Each	

Line No.	Optional Exterior Finishes for a Unisex Restroom	Unit	Unit Price
22	EASI-Brick Finish	Each	
23	Concrete Broom Finish	Each	
24	Exposed Aggregate	Each	
25	Barnboard	Each	
26	Split Block	Each	
27	Skip-Trowel	Each	

Line No.	Optional Exterior Finishes for a Men's & Women's Restroom	Unit	Unit Price
28	EASI-Brick Finish	Each	
29	Concrete Broom Finish	Each	
30	Exposed Aggregate	Each	
31	Barnboard	Each	
32	Split Block	Each	
33	Skip-Trowel	Each	
34	EASI-Set Outback	Each	

Line No.	Optional Electrical and Plumbing Packages	Unit	Unit Price
35	Electrical package for Men's & Women's restroom	Each	
36	Electrical package for Unisex restroom	Each	
37	Plumbing package for waterborne Men's & Women's restroom	Each	
38	Plumbing package for waterborne Unisex restroom	Each	

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment through the County's VISA- based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- ☐ Sole vendor ☐ Multiple Award vendor (unit price basisd)
☐ Multiple Award vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Sample Single Fixture Unisex Restroom

Attachment 3: Sample Single Fixture Men's and Women's Restroom

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT TWO

Sample Single Fixture Unisex Restroom

ATTACHMENT THREE

Sample Single Fixture Men's and Women's Restroom